

April 10, 2014

via delivery service

Dr. Richard Williams
Chiro-Carolina Family and Sports Care, PLLC
174 Bolick Ln., Suite 102
Taylorsville, NC 28681

Re: Unlawful Usage of **CHIROCAROLINA** Service Mark

Dear Dr. Williams:

We hereby give Chiro-Carolina Family and Sports Care, PLLC (“Chiro-Carolina Family and Sports Care”) notice of a serious legal matter and ask that you give it your immediate attention. This law firm represents Charlotte Chiropractic Clinic, P.A. dba ChiroCarolina (“ChiroCarolina”) in certain intellectual property matters, and we have become aware that you are promoting, offering for sale, selling, distributing and/or otherwise advertising services using a mark that is likely to be confused with our client’s CHIROCAROLINA service mark (as described below).

In particular, your use of “Chiro-Carolina” and “ChiroCarolina” in connection with services that are identical or similar to those offered by ChiroCarolina is likely to confuse consumers, including patients or potential patients seeking chiropractic care in North Carolina, and others. As a result, you are deceiving customers with respect to the origin, sponsorship and approval of such services. As set forth below, we require that you immediately cease and desist from such unlawful activities and provide us with the information requested so that we may determine the extent of the harm caused by your acts.

The Rights of ChiroCarolina

ChiroCarolina owns all right, title and interest in and to the CHIROCAROLINA service mark by virtue of its use of the CHIROCAROLINA mark in commerce since 2009. For nearly five years, ChiroCarolina has been doing business under the CHIROCAROLINA service mark in North Carolina and elsewhere, and our client has become recognized as one of the top chiropractic practices in the Charlotte area.

The foregoing service mark conveys tremendous goodwill to ChiroCarolina and serves to identify ChiroCarolina as the official source for services bearing the CHIROCAROLINA service mark. ChiroCarolina has made substantial investments of time and money to acquire and expand such goodwill and to protect and enforce such rights.

Since ChiroCarolina's first use of the CHIROCAROLINA service mark, which predates your infringing use of the term or some derivation thereof, ChiroCarolina has used its CHIROCAROLINA mark in a host of ways to develop and enhance consumers' association of the term with ChiroCarolina, including but not limited to maintenance of a blog on ChiroCarolina's practice as well as new developments in chiropractic care, and maintaining an active presence on multiple social media platforms, including YouTube, LinkedIn, Twitter, Facebook, Google+, Instagram and Pinterest. The physicians at ChiroCarolina have lectured across the country on various aspects of chiropractic care, including sports injuries, and have had their clinical studies published in the *Journal of Manipulative and Physiological Therapeutics* and the *Spine Journal*. This was all accomplished under the CHIROCAROLINA service mark, and the efforts of the ChiroCarolina doctors have established ChiroCarolina as one of the most reputable and renowned chiropractic clinics in North Carolina and beyond.

The Unlawful Acts of Chiro-Carolina Family and Sports Care

Your use of the CHIRO-CAROLINA term, or related derivations thereof, are in violation of federal and state law. For example, the Lanham Act provides, in pertinent part:

(1) Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which---

(A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or

(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

15 U.S.C. § 1125.

Your use of the CHIROCAROLINA service mark is likely to cause confusion with ChiroCarolina when used in connection with chiropractic care that is identical or similar to the services provided by ChiroCarolina, such as neck, arm and low back pain, sports injuries, headaches, sciatica and fibromyalgia treatments, and for care following automobile and other accidents and injuries. Your actions are injurious to ChiroCarolina and its CHIROCAROLINA service mark, and entitle ChiroCarolina to remedies against Chiro-Carolina Family and Sports Care including, *inter alia*, monetary remedies and injunctive relief. Accordingly, we hereby require that you immediately cease and desist from the use of the CHIROCAROLINA designation and any other similar term, including on your website, in promotional and marketing materials, and on the Internet, such as in Internet search engine advertising.

Remedial Action Required

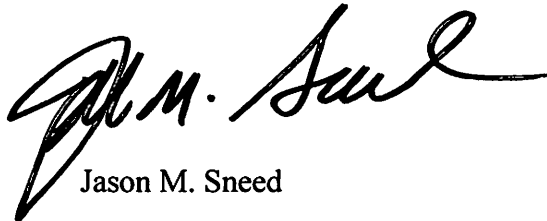
ChiroCarolina requires that you, and all persons and entities acting in concert with you, take the following actions to prevent further marketplace confusion and account for the extent of your unlawful acts:

1. Immediately cease the sale, offering for sale, distribution, and any and all marketing and advertising, including online advertisements, keyword, metatags and other hidden identifying information, of services provided in connection with the CHIROCAROLINA designation;
2. Immediately transfer the domain name chirocarolinanc.com, and any other domain names identical or similar to the CHIROCAROLINA service mark, to ChiroCarolina;
3. Refrain from adopting any mark likely to be confused with the CHIROCAROLINA service mark;
4. Provide the following information to ChiroCarolina:
 - a. The identification of all channels of trade through which you have made use of the CHIROCAROLINA service mark in connection with chiropractic or related services, including but not limited to websites, Internet search engines and PR and advertising agencies;
 - b. The amount of sales, in dollars and units, generated from your business since the first use of the CHIROCAROLINA term by you, and the number of customers who have received treatment or otherwise purchased any of your services sold in connection with the CHIROCAROLINA term;
 - c. Details pertaining to any and all inquiries received by you or any of your representatives or agents, including letters, emails, phone calls and other communications and comments, about your use of the CHIROCAROLINA service mark, demonstrating any confusion with ChiroCarolina and/or its CHIROCAROLINA service mark, or referring to or inquiring about any connection, relationship or association between Chiro-Carolina Family and Sports Care and ChiroCarolina and/or their respective services.

Please also be advised that you are required to retain, and you are forbidden from destroying or allowing the automatic destruction of, any and all documents and materials, including emails and electronic documents and records, relating to any of your advertisement or use of the CHIROCAROLINA service mark, relating to ChiroCarolina, or relating to any of the activities described above, in anticipation of potential litigation or other legal activities with respect to this matter.

We require that the activities described in numbered paragraphs (1) and (2) above take place within five (5) business days of your receipt of this letter. We require that the information in (4) above, and any response you have to this letter, be provided within ten (10) business days of your receipt of this letter by any means.

Sincerely,

A handwritten signature in black ink, appearing to read "J.M. Sneed", with a stylized, flowing script.

Jason M. Sneed

4820-8857-5769, v. 2